

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN, DIVISION**

**DAVID BRIDGE,
Plaintiff,**

v.

**WOPAC CONSTRUCTION, INC.
Defendant.**

§
§
§
§
§
§

CIVIL ACTION NO. 4:23-cv-547

ORIGINAL ANSWER OF DEFENDANT WOPAC CONSTRUCTION, INC.

TO THE HONORABLE UNITED STATES DISTRICT COURT:

COMES NOW Wopac Construction, Inc. ("Defendant"), in the above-captioned matter, and files this Original Answer to Plaintiff's Original Complaint, and in support thereof would respectfully show the court as follows:

Except as specifically admitted in this Original Answer, all material averments of fact and law set forth in Plaintiff's Original Complaint are denied pursuant to Rule 8(b) of the Federal Rules of Civil Procedure (hereinafter "Rule[s]").

Parties

1. No admission or denial is required for Paragraph 1 of Plaintiff's Original Complaint.
2. Defendant denies the averments contained in Paragraph 2 of Plaintiff's Original Complaint.
3. Defendant denies the averments contained in Paragraph 3 of Plaintiff's Original Complaint.

4. Defendant denies the averments contained in Paragraph 4 of Plaintiff's Original Complaint.

5. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment contained in Paragraph 5 of Plaintiff's Original Complaint.

6. Defendant admits the averments contained in Paragraph 6 of Plaintiff's Original Complaint.

7. Defendant admits the averments contained in Paragraph 7 of Plaintiff's Original Complaint.

8. Defendant admits the averment contained in Paragraph 8 of Plaintiff's Original Complaint.

9. Defendant admits the averments contained in Paragraph 9 of Plaintiff's Original Complaint.

10. Defendant admits the averments contained in Paragraph 10 of Plaintiff's Original Complaint.

11. Defendant admits the averments contained in Paragraph 11 of Plaintiff's Original Complaint.

12. Defendant admits the averments contained in Paragraph 12 of Plaintiff's Original Complaint.

13. Defendant admits the averments contained in Paragraph 13 of Plaintiff's Original Complaint.

14. Defendant admits the averments contained in Paragraph 14 of Plaintiff's Original Complaint.

15. Defendant admits the averments contained in Paragraph 15 of Plaintiff's Original Complaint.

16. Defendant admits the averments contained in Paragraph 16 of Plaintiff's Original Complaint.

17. Defendant admits the averments contained in Paragraph 17 of Plaintiff's Original Complaint.

18. Defendant denies Bridge handled telephones. Defendant admits the remaining averments contained in Paragraph 18 of Plaintiff's Original Complaint.

19. Defendant admits the averments contained in Paragraph 19 of Plaintiff's Original Complaint.

20. Defendant admits Bridge worked as a driver in Defendant's paving and chip sealing division. Defendant denies Bridge also helped lay concrete at various job sites as contained in Paragraph 20 of Plaintiff's Original Complaint.

21. Defendant admits the averments contained in Paragraph 21 of Plaintiff's Original Complaint.

22. Defendant admits the averments contained in Paragraph 22 of Plaintiff's Original Complaint.

23. Defendant admits the averments contained in Paragraph 23 of Plaintiff's Original Complaint.

24. Defendant denies the averments contained in Paragraph 24 of Plaintiff's Original Complaint.

25. Defendant denies the averments contained in Paragraph 25 of Plaintiff's Original Complaint.
26. Defendant denies the averments contained in Paragraph 26 of Plaintiff's Original Complaint.
27. Defendant denies the averments contained in Paragraph 27 of Plaintiff's Original Complaint.
28. No admission or denial is required for Paragraph 28.
29. Defendant denies the averments contained in Paragraph 29 of Plaintiff's Original Complaint.
30. No admission or denial is required for Paragraph 30.
31. Defendant denies the averments contained in Paragraph 31 of Plaintiff's Original Complaint.
32. Defendant denies the averments contained in Paragraph 32 of Plaintiff's Original Complaint.
33. Defendant denies the averments contained in Paragraph 33 of Plaintiff's Original Complaint.
34. Defendant denies the averments contained in Paragraph 34 of Plaintiff's Original Complaint.
35. Defendant denies the averments contained in Paragraph 35 of Plaintiff's Original Complaint.
36. Defendant denies the averments contained in Paragraph 36 of Plaintiff's Original Complaint.

37. Defendant denies the averments contained in Paragraph 37 of Plaintiff's Original Complaint.

AFFIRMATIVE DEFENSES

38. Defendant asserts the following affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

39. Defendant invokes the defenses, protections and limitations of the Fair Labor Standards Act, 29 U.S.C §201 et seq. ("FSLA").

SECOND AFFIRMATIVE DEFENSE

40. Plaintiff was properly compensated for hours worked pursuant to an alternate method of compensation.

THIRD AFFIRMATIVE DEFENSE

41. Upon information and belief Plaintiff claims to have worked more hours than he did and some of the hours claimed are not compensable as work hours.

FOURTH AFFIRMATIVE DEFENSE

42. Defendant had reasonable grounds to believe it was not violating the law through the acts or omissions complained of by Plaintiff. Defendant acted in good faith.

FIFTH AFFIRMATIVE DEFENSE

43. Plaintiff's claims are barred in whole or in part by the applicable statute of limitations.

JURY DEMAND

44. Defendant hereby requests a jury trial on all issues.

PRAYER

FOR THESE REASONS, Defendant Wopac Construction, Inc. asks the Court to render judgment against Plaintiff for the following:

- a. that Plaintiff take nothing by his suit;
- b. recovery of reasonable and necessary attorneys' fees expended in the defense of this action;
- c. costs of suit;
- d. Defendant requests such other and further relief, whether general or special, at law or in equity, to which she may be justly entitled.

Respectfully submitted,

/s/ Michael C. Wynne

MICHAEL C. WYNNE
ATTORNEY IN CHARGE
State Bar No. 22110800

WYNNE, SMITH & YOUNG, PLLC
707 W. Washington Street
P.O. Box 2228
Sherman, Texas 75090
903.893.8177 (T)
903.892.0916 (F)
mwynne@wynnesmithlaw.com

ATTORNEYS FOR DEFENDANT
WOPAC CONSTRUCTION, INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served upon all parties, by electronic filing, on this 30th day of October, 2023.

/s/ Michael C. Wynne

MICHAEL C. WYNNE